

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council Members

FROM/PHONE: Ken Cohen, Assistant Town Administrator/797-1030

SUBJECT: FDOT Lighting Maintenance & Compensation Agreement

AFFECTED DISTRICT: All Districts

TITLE OF AGENDA ITEM: A Resolution of the Town of Davie, Florida, authorizing the Mayor to execute a state highway lighting maintenance and compensation agreement with the Florida Department of Transportation, and providing for an effective date.

REPORT IN BRIEF: The Florida Department of Transportation (FDOT) is proposing that local municipalities maintain all lighting now or hereafter located on the state highway system within each municipality's jurisdiction boundaries. Maintenance will include but not be limited to providing electrical power and paying all maintenance costs associated with routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts (including the pole), and locating the pole and components, as necessary. Compensation to the Town for assuming these functions, for the current fiscal year is a lump sum payment of \$29,201.06. The Town currently maintains 182 street lights for FDOT at our expense. FDOT's proposal increases that number to 382.

Last year FDOT made the same proposal with a payment of \$7,421.40. Compensation offered did not cover the cost of the additional 200 street lights. We rejected the offer and made a counter offer, which FDOT rejected.

The average cost per year of the 182 street lights the Town currently maintains is approximately \$72.00 per year each. The agreement from FDOT provides \$76.45 per year for each of the 382 street lights or \$146.00 per year for each of the additional 200 street lights they are asking the Town to assume responsibility for.

PREVIOUS ACTIONS: Passed Resolution R-2003-137, a counter proposed agreement, which was rejected by FDOT.

FISCAL IMPACT:

Has request been budgeted? No

If no, amount needed: \$14,400

What account will funds be appropriated from: Contingencies 001-0205-513-0599

RECOMMENDATION(S): Motion to approve this resolution

Attachment(s): Resolution, Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A STATE HIGHWAY LIGHTING MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie currently operates and maintains lighting on the State Highway System and;

WHEREAS, the Florida Department of Transportation (FDOT) is requesting the Town of Davie maintain all three hundred eighty two (382) street lights currently located within the Town's jurisdictional boundaries, as well as any added in the future; and

WHEREAS, the Florida Department of Transportation (FDOT) proposes to pay the Town of Davie a lump sum of \$29,201.06 for these services in the current fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council does hereby authorize the Mayor to execute the "State Highway Lighting, Maintenance, and Compensation Agreement" with the "Changes to Form Document" and exhibits.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2003.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____,

TOWN OF DAVIE

Changes To Form Document

The Town of Davie approves the State Highway Lighting, Maintenance, and Compensation Agreement with the below noted changes:

1. Maintenance of Facilities

- a. The Maintaining Agency shall maintain all the lighting ~~now~~ listed on “Exhibit B” or hereafter located on State Highway System within the jurisdictional boundaries of the maintaining agency hereinafter referred to as the “Facilities”, throughout ~~its expected useful life~~ the length of this agreement.

For the purposes of this Agreement, the term “Facilities” shall be deemed To include, but not necessarily limited to, lighting for roadways, as well as Park and ride, pedestrian overpasses, and recreational areas owned by or Located on the property of the **FDOT**, but shall exclude those systems listed in “Exhibit A” attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.

2. Length of this Agreement

- a. This agreement shall cover the fiscal year from July 1, 2003 through June 30, 2004. This agreement can only be extended by mutual written consent of both parties, FDOT and the Town of Davie.

EXHIBIT “A”

NO EXCLUSIONS